



INVITATION TO BID

Town of Bethel
County of Fairfield
State of Connecticut

Request for Proposal/Bid #2020-300

TOWN OF BETHEL, CONNECTICUT REQUEST FOR PROPOSALS FOR ROOFTOP SOLAR PHOTOVOLTAIC SYSTEMS ON THREE (3) MUNICIPAL AND EDUCATIONAL FACILITIES:

Anna H. Rockwell School, 400 Whittlesey Drive, Bethel CT. 06801

Ralph M.T. Johnson School, 500 Whittlesey Drive, Bethel CT. 06801

Bethel High Track and Field Center, 300 Whittlesey Drive, Bethel CT. 06801

The Town of Bethel, Connecticut (together referred to as the "Town") seeks proposals from solar installation companies (each a "Proposer") to design, build, operate and maintain rooftop solar photovoltaic systems ("Systems") at the Town's eligible facilities under a competitive Engineering, Procurement and Construction (EPC) Contract financed through a Municipal Lease ("ML").

The Request for Proposals ("RFP") is available electronically and may be obtained via email by contacting Adam Burkitt at adam@advancedenergyefficiencies.com. It is the Proposer's responsibility to be aware of any updates or addendums to the RFP.

Advanced Energy Efficiencies, LLC is administering this RFP and the installation of the solar facilities on behalf of the Town of Bethel as their Owner's Representative.

Proposers shall submit their proposals in the following format:

One (1) original and two (2) hard copies via U.S. Mail, Fed Ex, UPS, etc. and one (1) electronic copy (to cunninghaml@bethel-ct.gov) no later than **September 2, 2020 @ 10:45AM**. The bids will be opened on September 2, 2020 at 11:00AM. Visit the homepage of our website (bethel-ct.gov) for project details.

RECEIVED
TOWN OF BETHEL
2020 AUG -5 A 8:40

Proposals must be sent to and received by:

Town of Bethel
Attn: Lauren Cunningham, Purchasing Agent
RFP-Advanced Energy Efficiencies, LLC
1 School Street
Bethel CT 06801

Envelope should be marked "RFP #2020-300-Proposal for Rooftop Solar"—DO NOT OPEN

The Town reserves the right to amend or terminate this RFP, accept or reject any proposals, waive any informalities or non-material deficiencies in a proposal, and select the proposal of a Proposer that, in the Town's sole discretion and judgment, will be in the Town's best interests. The Town's decision shall be final, shall not be subject to review or appeal, and may be based on any criteria in the Town's sole discretion, including but not limited to price, contract terms, and the experience of the Proposer.

Any contracts shall be preceded by a Notice of Selection and thereafter be contingent and non-binding until all approvals are received from applicable regulatory agencies and town authorities, which may include, but are not limited to the town and applicable planning boards, Department of Energy and Environmental Protection, Public Utilities Regulatory Authority, Connecticut Siting Council, and successful execution of the Power Purchase Agreement, and all other pertinent written contracts in connection with the RFP ("Pertinent Contracts"). Dated at Bethel, Connecticut this August 5, 2020.

Town of Bethel Procurement Committee
Matthew S. Knickerbocker, First Selectman
Robert V. Kozlowski, Comptroller
Lauren Cunningham, Purchasing Agent

TOWN OF BETHEL, CT REQUEST FOR PROPOSALS FOR ROOFTOP SOLAR PHOTOVOLTAIC SYSTEMS ON THREE FACILITIES

AUGUST 5, 2020

Section I

1. INTRODUCTION:

The Town of Bethel, CT seek proposals from solar installers/ Engineering, Procurement & Construction (EPC) companies (each a "Proposer") to design and build, rooftop solar photovoltaic systems at the Town's school facilities known as Anna H. Rockwell School and Ralph M.T Johnson School and the Bethel High Track & Field Center.

2. Schedule:

Mandatory Site Visit: **Wednesday, August 19, 2020 at 11 A.M.** This is an active construction site. You must wear proper safety gear (hard hat, safety vest, & PPE) to participate.

Meet at:

Anna H. Rockwell School

400 Whittlesey Drive

Bethel, CT 06801

Proposals Due: Wednesday, September 2, 2020 @10:45AM

One (1) original and two (2) hard copies via U.S. Mail, Fed Ex, UPS, etc. and one (1) electronic copy (to cunninghaml@bethel-ct.gov). The bids will be opened on September 2, 2020 at 11:00AM.

Selection of the Winning Proposer and execution of pertinent agreements by the parties on or after: **Wednesday, September 16, 2020**

3. Site Locations & Addresses

Anna H. Johnson School

400 Whittlesey Drive

Bethel, CT 06801

Ralph M.T. Johnson School

500 Whittlesey Drive

Bethel, CT 06801

Bethel High Track & Field Center

300 Whittlesey Drive

Bethel CT 06801

Documents, such as roof plans for school renovated facilities can be requested from the Town of Bethel CT. This information will be made available to those who attend the Mandatory Site Visit.

4. System Sizing and ZRECs:

ZRECs have been secured for both Johnson and Rockwell schools within the RFP, as shown in tables below and each with a term of 15 years. The System design shall maximize the energy output based on the secured ZREC per each system's size. The Bethel High School Track and Field Center ZREC has been submitted into the 2020 ZREC auction. This facility will be included in the project if the ZREC application is awarded.

Proposer understands that the Town of Bethel shall retain all payments, proceeds or monies from the participation of the Rockwell School, Johnson Schools and Bethel High School Track and Field Center in the Forward Capacity Markets of ISO New England.

5. Construction Schedule:

The Town of Bethel will determine the anticipated construction start dates for the projects. Proposers shall submit preliminary plans/schedule of work

to minimize conflicts with conducting classes/students while school is in session.

Site-Specific ZREC Information (ZRECs were successfully awarded to AEE on behalf of Bethel)

Site: Anna H. Rockwell School, 400 Whittlesey Drive, Bethel, CT 06801

ZREC Status: Awarded November 26, 2018

ZREC Size (kW- AC): 150 kW - AC

ZREC Type: Solar-Fixed tilt

ZREC Value: \$74.89

ZREC Delivery Term Start Date: April 1st, 2020

Construction Start Date: TBD by Town of Bethel

kWh Annual Consumption: 225,680 kWh

Site: R.M.T Johnson School, 500 Whittlesey Drive, Bethel, CT 06801

ZREC Status: Awarded November 26, 2018

ZREC Size (kW- AC): 170 kW - AC

ZREC Type: Solar-Fixed tilt

ZREC Value: \$74.89

ZREC Delivery Term Start Date: April 1st, 2020

Construction Start Date: TBD by Town of Bethel

kWh Annual Consumption: 265,120 kWh

Site: Bethel High Track & Field Center, 300 Whittlesey Drive, Bethel CT 06801

ZREC Status: In process

ZREC Size (kW- AC): TBD

ZREC Type: Solar-Fixed tilt

ZREC Value: TBD

ZREC Delivery Term Start Date: TBD

Construction Start Date: TBD by Town of Bethel

kWh Est. Annual Consumption: 225,000 to 275,000 kWh

6. Subcontractors:

The use of subcontractors, such as third-party engineers and installation partners by the selected Proposer is acceptable. However, the selected Proposer is responsible for the entirety of the contract performance. The Town reserves the right to approve all subcontractors. All personnel of the selected Proposer including those of the subcontractors will be subject to a background check at the expense of the Proposer. Below is a scope of design and construction work that falls under the responsibility of the Proposer. This list is not intended to be exhaustive.

A list of all contractors with their points of contact shall be provided to the Supervisor and Security and Facility Operations for the district throughout the construction period.

7. System Design & Permits:

The selected Proposer shall develop a fully engineered System compliant with all applicable building/structural and electrical codes, zoning regulations, and utility company interconnection requirements. The selected Proposer is responsible for acquiring all necessary permits from governing agencies, and the payment of associated fees. The selected Proposer is responsible for all tasks and fees associated with interconnection; this includes but is not limited to applications and studies.

8. Electrical Interconnection & DAS:

The electrical plans must identify the point of interconnection and the method for connecting the Systems into the existing electrical service equipment of each facility. Include details and specifications on modules, inverters, data acquisition system ("DAS"), balance of the system's electrical components, labeling and wire management protocols. At a minimum, the

DAS must allow for remote performance monitoring, and include a weather station that monitors irradiance, ambient, and cell temperatures. A monitor must be installed in the lobby of each facility to display production. Access to historical and live production data must be granted to the Town's facility manager.

9. Structural:

A structural analysis must be performed to quantify the available capacity of the roof to support the installation of the System. The structural analysis shall be used to develop a fully engineering racking design for the mounting of the solar modules. The building drawings for each facility may be requested through the Town of Bethel CT.

10. Construction:

The selected Proposer shall supply all equipment, materials, and labor necessary to install turnkey operational Systems. Proposer is responsible for establishing a staging area, coordinating material delivery, storage, and site security. All work shall be performed by tradesmen holding adequate licensing.

Proposer shall designate staging areas and delivery schedules in coordination with the Supervisor of Security and Facility Operations. Proposer shall designate a person on-site to accept all deliveries of materials.

11. Mechanical Installation:

Proposer is responsible for installation and assembly of racking components, mechanical attachments, and mounting of modules. Any active roof warranties must remain in effect after the installation of the Systems. The selected Proposer shall utilize slip-sheets under the racking systems that are approved by the Roof Manufacturer. The selected Proposer shall be responsible for coordination and communication with the roofing manufacturers and for the payment of any fees associated with any required roof inspection necessary to secure an overburden waiver.

12. Electrical Installation:

Proposer shall: Furnish a complete and operational interconnected electrical system. This includes mounting and wiring equipment such as:

- Modules,
- Inverters,
- Combiner/Junction boxes,
- Panel boards,
- Properly disconnect panel that meets rapid shutdown per electrical code
- And all necessary meters.

Proposer shall avoid any actions that will void the UL Certification of the switchgear.

Review location of any equipment to be mounted inside or on the building exterior with the facility manager prior to the start of work. Interconnect each system into the appropriate existing electrical service equipment.

Electrical service shutdowns required for interconnection of the projects shall be scheduled to have minimal impact on the facility's operation. A proposed shutdown schedule must be provided to the facility manager for approval prior to start of work. Shutdowns may be required outside of regular business hours.

Proposer shall work directly with the Director of Facility Operations to schedule any shutdown to cooperate with and minimize disruption to the IT operations located at Bethel High School but connected to these facilities.

13. Commissioning:

The selected Proposer is responsible for commissioning the project to confirm installation is in accordance with construction documents and compliant with all applicable building codes. Performance testing of the system shall be done to validate generation consistent with production modeling.

The selected Proposer shall review commissioning procedures and associated schedules with the facility manager. Upon completion of commissioning, the selected Proposer shall hand over a commissioning report that includes testing results, As-Built drawings, and product data sheets in electronic form.

14. Utility Coordination, System Testing, and Approval to Energize:

The selected Proposer is responsible for all utility coordination, witness test requirements, and associated fees necessary to achieve approval to energize and an executed interconnection agreement.

15. Operations and Maintenance:

The Selected Proposer shall provide an Operations & Maintenance ("O&M") provision for a 10-year term or the duration of the Municipal Lease. This shall include annual preventative maintenance to inspect the mechanical and electrical components of the Systems. It shall also cover full time monitoring of the system, quarterly reporting, diagnostic, troubleshooting, equipment replacement, materials and labor necessary for the system to meet the performance guarantee.

Section II

PROPOSAL REQUIREMENTS:

1. General:

The proposals shall include full, accurate, and complete information. The Proposer may include any additional information other than outlined in this document if it demonstrates qualifications. Proposals submitted in response to this RFP shall include the following information and documents, be clear and unambiguous, and be formatted into the following sections:

2. Proposer Qualifications:

This section shall include a company overview and relevant experience. The company overview shall include at a minimum, the number of employees, the office locations, and an outline of operational assets showing project quantity and aggregate system sizes by system type (rooftop, ground mount, carport). Highlight key personnel and subcontractors who will be assigned to this project. Describe their own experiences and skills with the development, engineering, and installation of commercial and municipal projects. Describe how this experience is relevant to the projects outlined in the RFP. Highlight the relevant licenses and certifications held by these key personnel. For subcontractors, provide name and contact information. This may include professional engineers, site contractors, roofing contractors, and electrical contractors. Provide track record of actual annual generation relative to projected generation within the Proposer's operational assets. Outline approach Proposer takes to ensure the installed Systems meet the projected generation values.

The Proposer shall follow all site requirements and regulations, including: No smoking on any of the site locations. There shall be no interaction except when necessary with any staff or students while on-site, and Proposer's personnel follow all current CDC COVID-19 related guidelines.

3. Project Portfolio and References:

Proposals should include a list and description of at least three (3) school or similar projects that the Proposer has completed within the last three (3) calendar years. These projects will act as the Proposer's references. Include the client name, contact person, telephone number and email address.

4. Statement on Proposers' Financial Strength:

Proposals should include sufficient and current information indicating the Proposer's financial strength, including balance sheet, working capital, and liquid assets sufficient to complete the Project successfully.

5. Project Scope and Schedule:

Include a general scope of the work the Proposer intends to provide upon selection and execution of agreement. The scope narrative shall outline all major tasks and milestones necessary to design, permit, coordinate with the utility company, mobilize, construct, and commission the project. Proposals should include a complete project schedule indicating major project milestones and durations. This should include the method and frequency of reporting project status to the Town of Bethel, CT, and Advanced Energy Efficiencies, LLC.

Additionally, the proposer's work schedule will be planned and conducted to avoid or minimize the disruption of school classes and students if school is in session. A preliminary plan and work schedule shall be coordinated with and submitted to the Director of Facility Operations and the Superintendent to minimize or eliminate conflicts with the conducting of classes or with students when school is in session.

6. System Design and Equipment:

Proposals shall provide a design layout for each System, including the make/model, wattage, and quantity for both inverters and modules, racking product, azimuth, tilt, and system size kW-AC and kW-DC. Proposals shall provide specified equipment manufacturer data sheets, and warranties and

pricing. All solar modules, racking systems, inverters, monitoring, and other equipment shall be new with acceptable warranties that meet industry standards for Tier 1 equipment, are UL Listed and warranties are assignable/transferrable.

The Proposal Form in Exhibit D must be completed and returned with any proposals.

7. System Generation Details and Reports:

Proposals shall provide details about the estimated kWh to be generated by the Systems, including all necessary assumptions, for example, Insolation (or sunlight availability), maintenance downtime, soiling losses, shading losses, efficiency losses and AC losses. Copies of PVSyst, Helioscope, PV Watts (with inputs), or other industry-standard reports used to estimate production for each proposed solar system design should be included with the proposal.

8. Operations and Maintenance ("O&M"):

Provide name and the relative experience of the company that will be tasked with O&M of the system throughout the 10-year Municipal Lease. Outline the overall O&M strategy for preventative and reactive maintenance and include insurance and warranty provisions for the solar equipment.

Proposals must describe the customer service approach implemented by the selected Proposer upon completion of the installation.

How does the Proposer intend to keep the Town updated on the System's performance, and how does it handle concerns the Town may raise?

9. Performance Guarantee:

Proposals must provide a performance guarantee or a percentage of guaranteed annual production for each system based on their calculated production acceptable to the Town.

10. Appendix:

All required exhibits of the RFP must be executed and included in this section. The Proposer may also use this section to provide supplemental information relevant to its proposal package. This may include, but is not limited to, resumes, reference, proposed site layouts, product data sheets,

project schedules, production model, sample production reports and photos of relevant projects.

Section III

1. Advanced Energy Efficiencies, LLC – Town of Bethel Owner’s Representative Fee Agreement (ORFA)

By signing the Town of Bethel’s Representative Fee Agreement Form in Exhibit E of this RFP, the Proposer, if selected under this RFP, agrees to pay Advanced Energy Efficiencies, LLC an ORFA Fee of \$0.20 per watt of installed DC capacity at each of the three Systems located at the Ralph M.T. Johnson & Anna H. Rockwell Schools and the Bethel High School Track and Field Center. This payment compensates Advanced Energy Efficiencies, LLC, for their considerable time and resources committed at no charge to the Town for assisting the Town with this RFP, and overseeing the solar system installation, filings and other administrative duties.

The ORFA Fee payment schedule shall be as follows:

20% at EPC contract execution; 50% at Commencement of Construction; and 30% at Mechanical Completion.

FAILURE TO PAY THE ORFA FEE IN A TIMELY MANNER SHALL DISQUALIFY THE SELECTED PROPOSER FROM THIS RFP AND CONSTITUTE AN EVENT OF DEFAULT.

2. Freedom of Information Act:

The Proposer acknowledged by submitting a proposal that all documents shall become public record upon delivery to the Town. All information submitted in a Proposal or response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A Proposer’s responses may contain financial, proprietary, trade secret, or other data that it claims should not be public (the “Confidential Information”). A Proposer must identify precisely the pages and portions of its Proposal or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions.

Provided that the Proposer cooperates with the Town as described in this section, the Town shall, to the extent permitted by law, protect from unauthorized disclosure such as Confidential Information. If the Town receives a request for a Proposer's Confidential Information, it will promptly notify the Proposer in writing of such request and provide the Proposer with a copy of any written disclosure request. The Proposer may provide written consent to the disclosure or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure.

The Proposer shall be responsible for defending any complaint brought in connection with the nondisclosure, including, without limitation, appearing before the FOI Commission.

3. Insurance:

Insurance coverage is a requirement for the work outlined in the RFP. The selected Proposer shall at its own expense obtain and hold coverage at the minimum listed limits for the entirety of the project duration. This insurance must cover the contractor and its agents, subcontractors, employees, consultants and any other Proposers associated with the scope of services outlined in this RFP. A certificate of insurance shall be provided to the Town 5 days before execution of EPC contract and shall name Town and the Board of Education as additional insured on a primary and noncontributory basis to the commercial general liability insurance policy holder. All insurance policies shall be written with insurance carriers approved by the Town and licensed to do business in the State of Connecticut. Coverage shall be procured from a company or companies with an A.M./Best rating of A-(VII) or better.

"All insurance requirements and certificates hereinafter set forth are subject to final approval by the Town of Bethel Insurance Agent as to form and substance and could require changes in the types of coverage and limits. In addition, all insurance requirements hereinafter set forth shall also apply to all sub-consultants and/or subcontractors to the successful Proposer including the providing of certificates of insurance naming the Town of Bethel and the Bethel Board of Education as additional insureds. The Proposer shall not allow any sub-consultants and/or subcontractors to commence work at the sites until the sub-consultants and/or subcontractors' insurance has been so obtained and approved.

Within 15 days of selection, Proposer shall provide all certificates of insurance in electronic form."

A. *Commercial General Liability Insurance*: The Successful Proposer shall provide commercial general liability insurance policy that includes products, operations and completed operations as follows: Bodily injury & property damage with an occurrence limit of \$1,000,000: Personal & advertising injury limit of \$1,000,000 per occurrence: General aggregate limit of \$2,000,000 (other than products and completed operations): Products and completed operations aggregate limit of \$2,000,000 that applies on a per project basis. The policy shall also name Town of Bethel and the Bethel Board of Education as additional insureds. In addition:

- Such policy will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self-insured retention carried by the additional insured.
- Such policy shall contain a broad form contractual liability endorsement or similar wording within the policy form.
- Such policy shall contain a waiver of subrogation in favor to the Town of Bethel and the Bethel Board of Education.
- Such policy shall include coverage for the Successful Proposer's sub-contractors or sub-consultants or any person or entity directly or indirectly employed by said Successful Proposer or by anyone for whose acts said Successful Proposer may be liable for.

B. *Commercial Automobile Insurance*: The Successful Proposer shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis adding the Town of Bethel and the Bethel Board of Education as additional insureds. Such policy shall also contain a waiver of subrogation in favor the of the Town of Bethel.

C. *Workers Compensation*: The Successful Proposer shall provide workers compensation and employer's liability insurance that complies with the regulations of the State of Connecticut with limits no less than \$1,000,000 each accident by bodily injury; \$1,000,000 each accident by disease and a policy limit of \$1,000,000. Such policy shall contain a 'waiver of our right to recover from other endorsement' in favor of the Town of Bethel.

D. *Umbrella Liability Insurance*: The Successful Proposer shall provide commercial umbrella liability with limits no less than \$5,000,000 each occurrence and \$5,000,000 in the aggregate which shall be following form, without restriction or limitation, providing coverage over items (1), (2) and (3) as noted above.

E. *Errors/Omission: Professional Liability Insurance*: Successful Proposer shall provide, if required by the Town of Bethel, errors & omissions coverage in the Successful Proposer's professional liability with a limit no less than \$2,000,000 per claim and \$4,000,000 in aggregate. If, on a claim made policy, such policy shall must have a retroactive date that coincides with, or precede start of service under this agreement and such policy shall be maintained for a period of two (2) years after completion of the project.

F. *Miscellaneous*: All insurance certificates shall be provided in electronic form and are subject to final approval of the Town of Bethel's Insurance Agent as to form and substance. In addition, *no sub-contractor or sub-consultant shall commence work on any of the sites without having first provided proof of insurance as set forth herein.*

4. Compliance with Immigration Laws:

By submitting a proposal, each Proposer confirms that it has complied, and during the term of the Solar ML will comply, with the Immigration Reform and Control Act ("IRCA"). Further, Proposers confirms that each person employed to provide services through or under the EPC contract shall always be authorized for employment in the United States of America.

Each Proposer confirms that it will properly complete Employment Eligibility Verification, Form I-9, for each person who will be assigned to work on the Project or perform services under the EPC contract and that it will require each subcontractor of the Proposer, if any, to confirm that it has a properly completed Form I-9 for each person who works on the Project or performs services under the EPC contract.

5. Hold Harmless:

The selected Proposer shall defend, indemnify, and hold harmless the Town of Bethel, CT and Advanced Energy Efficiencies, LLC, their respective employees, officers, officials, agents, volunteers and independent

contractors, including any of the foregoing sued as individuals (collectively, the "Indemnified Parties"), against any and all proceedings, suits, actions, claims, damages, injuries, selections, judgments, losses or expenses, including fines, penalties, punitive damages, reasonable attorney's fees and costs, brought or assessed against, or incurred by, the Indemnified Parties related to or arising from the obligations under IRCA imposed upon the selected Proposer or any of its subcontractors. The selected Proposer shall also be required to pay all attorney's fees and costs incurred by the Indemnified Parties in enforcing any of the selected Proposer's obligations under this provision, whether a lawsuit or other proceeding is commenced, which obligation shall survive the termination or expiration of the EPC contract. In addition, Each Proposer shall submit a complete the Proposer's Hold Harmless Agreement that is attached to this RFP in Exhibit C.

6. Initial Disclosure Form:

Each Proposer shall submit a completed Initial Disclosure Form that is attached to this RFP in Exhibit A.

7. Non-Collusion Bidding Certificate:

Each Proposer shall submit a completed Proposer's Non-Collusion Bidding Certificate that is attached to this RFP in Exhibit B.

The selected Proposer shall also be required to pay all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the selected Proposer's obligations under this section, whether a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Contract.

8. Proposer Responsibility:

The Proposer understands and agrees that by submitting a proposal they are fully responsible for all necessary materials, machinery, implements, tools, labor, services, permits, variances, licenses and any other items required to perform the work under the given conditions, and to carry out the contract to completion.

Section IV

SELECTION CRITERIA & SELECTION:

1. Proposal Opening and Review:

All Proposals will be opened and analyzed by the Town of Bethel CT and Advanced Energy Efficiencies, LLC. (AEE)

AEE will provide a recommendation and ranking of the proposals to the Town. The Town will ultimately select the winning proposal.

2. Proposal Selection:

The Town will select a proposal that, all things considered, the Town determines in its complete and sole discretion, is in the best interest of the Town. This list of criteria is not intended to be exhaustive, and the Town may assess Proposers based on unlisted items. The Town may reject any proposal despite compliance with these criteria if it is determined to be in the best interest of the Town. Due to the complexity of the Systems and contemplated agreements, the Town is not and shall not be bound to select a winning proposal based upon lowest energy pricing alone. The Town will use the following criteria, among others, in evaluating proposals:

- a. Submission of a complete proposal consistent with RFP criteria
- b. 20-year annual production estimates (kWh)
- c. 10-year / 20-year operations and maintenance strategy
- d. Performance guarantee and associated penalty payment
- e. Proposer's qualifications, relevant experience with municipalities
- f. Equipment proposed for the Systems
- g. Proposer's familiarity with the Connecticut ZREC program
- h. Proposed project approach and schedule
- i. Experience of team including subcontractors
- j. Proposer's commitment and ability to ensure timely success
- k. References

3. Proposal Disqualification:

The Town will not select any proposal from a Proposer that is in arrears or in default to the Town regarding any tax, debt, contract, security or any other obligation, nor shall it select any Proposer if a majority owner thereof is in such arrears or default.

4. Preliminary Selection:

The Town will select the proposal that it deems to be in the Town's best interests and issue a Preliminary Notice of Selection to Proposer. The selection may be subject to further discussions with the Proposer. The making of a preliminary selection to a Proposer does not provide the

Proposer with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary selection at any time and for any reason. A Proposer has rights, and the Town has obligations, only if agreements, if any, are executed by the Town and a Proposer, and only to the extent of the obligations set out in such related agreements. Neither this RFP nor any actions taken by the Town of Bethel or Advanced Energy Efficiencies, LLC, shall create any obligation toward any Proposer.

5. Non-Circumvent:

By submitting a proposal in response to this RFP, Proposer expressly agrees not to seek to develop any solar PV projects with the Town outside of this RFP proposal or future RFPs with the Town.

6. EPC Execution Deadline:

The selected Proposer and the Town must successfully negotiate and execute the EPC contract within thirty (30) days of the Proposer being selected by the Town. If this does not happen, Proposer acknowledges and agrees that, unless the Town in its sole discretion extends time for execution of the EPC contract, the Town may enter EPC contract discussions with another Proposer under this RFP.

This is the end of the RFP

EXHIBIT A - INITIAL DISCLOSURE FORM

Exceptions to the RFP (please check the one that applies)

This proposal does not take exception to any requirement of the RFP.

This proposal takes exception to requirements of the RFP.

State Debarment List

Is the Proposer on the State of Connecticut's Debarment List? Yes
No

Occupational Safety and Health Law Violations

Has the Proposer or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the proposal (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the proposal?

Yes

No

If "yes," attach a sheet fully describing each such matter.

Criminal Proceedings Has the Proposer or any of its principals (regardless of the place of employment) ever been the subject of any criminal proceedings? Yes

No

If "yes," attach a sheet fully describing each such matter.

Ethics and Offenses in Public Projects or Contracts

Has the Proposer or any of its principals (regardless of the place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts?

Yes

No

If "yes," attach a sheet fully describing each such matter. **NOTE:**

THIS DOCUMENT, TO BE CONSIDERED A VALID PROPOSAL MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE PROPOSAL. SUCH SIGNATURE CONSTITUTES THE PROPOSER'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH PROVISION OF EACH DOCUMENT COMPRISING THIS RFP, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

COMPANY NAME

SIGNED BY

DATE

FEDERAL TAX IDENTIFICATION #

ADDRESS

PRINTED NAME AND TITLE

TELEPHONE #

EMAIL

* The signatory must be an authorized representative of the Proposer with full power and authority to execute this Disclosure Form.

EXHIBIT B - NON-COLLUSION PROPOSER CERTIFICATE

The undersigned Proposer acknowledges and agrees that the attached response and offer submitted by Proposer is submitted in connection with the proposal to provide Town with an EPC contract. By submission of this bid, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

The prices set forth within this bid have been arrived at independently without collusion, consultation, communication or agreement, for restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and

No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit, a bid for restricting competition.

In compliance with this invitation for proposals, and subject to the conditions thereof, the undersigned offers and agrees that the Town may rely upon both the within representations and the indemnifications set forth within the hold harmless agreement attached hereto as Exhibit C.

COMPANY NAME

SIGNED BY

DATE

FEDERAL TAX IDENTIFICATION #

Subscribed and sworn to before me this ____ day of _____, 2020

ADDRESS

PRINTED NAME AND TITLE

TELEPHONE #

EMAIL

Notary Public

This form must be signed and returned with bid.

EXHIBIT C - TOWN PROPOSER HOLD HARMLESS AGREEMENT

(“Proposer”) hereby agrees that it will indemnify and save harmless the Town and Board of Education of Bethel, CT. and Advanced Energy Efficiencies, LLC from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against the Town of Bethel, CT and Advanced Energy Efficiencies, LLC for any omission or act of the Proposer, its agents, employees, subcontractors in connection with that certain NON-COLLUSION BIDDING CERTIFICATE submitted herewith, to the extent permissible by law. This indemnification shall include all costs and disbursements incurred by the Town of Bethel, CT and/or Advanced Energy Efficiencies, LLC in defending any suit, including attorneys’ fees. Furthermore, at the option of the Town of Bethel, CT and/or Advanced Energy Efficiencies, LLC, the Proposer shall provide defense for and defend all claims, demands and causes of action referred to above, and bear all other costs and expenses related thereto.

COMPANY NAME _____

SIGNED BY _____

DATE _____

FEDERAL TAX IDENTIFICATION # _____

Subscribed and sworn to before me this ____ day of _____, 2020

ADDRESS _____

PRINTED NAME AND TITLE _____

TELEPHONE # _____

EMAIL _____

Notary Public

This form must be signed and returned with bid.

EXHIBIT D - Solar SYSTEM INFORMATION (Please make a separate Exhibit D for each facility)

Facility Name:

Solar Module:

Manufacturer:

Model:

Quantity:

Solar Inverter:

Manufacturer:

Model:

Quantity:

Racking/Mounting System:

Data Acquisition System (Monitoring):

Solar Modules Cost: \$	/Watt (DC)
Solar Inverters: \$	/Watt (DC)
Solar Racking: \$	/Watt (DC)
Remaining Equipment: \$	/Watt (DC)
Engineering & Permitting: \$	/Watt (DC)
Construction & Installation: \$	/Watt (DC)
Operations & Maintenance: \$	/Watt (DC)
ORFA FEE: \$0.20	/Watt (DC)
TOTAL:	/Watt (DC)
System Size kW (DC)	
System Size:	kW (AC)
System annual production:	kWh
System Capacity Factor:	%

EXHIBIT E - OWNER'S REPRESENTATIVE FEE AGREEMENT

For good and valuable consideration, Proposer acknowledges and agrees as follows:

A, Proposer, if selected under this ORFA, agrees to pay Advanced Energy Efficiencies, LLC an Owner's Representative Fee Agreement (ORFA) of \$0.20 per watt of installed DC capacity at each of the three Systems located at the Ralph M.T. Johnson & Anna H. Rockwell Schools Johnson & Rockwell Schools and the Bethel High School Track and Field Center in Bethel Connecticut together referred to as the "Town") under this ORFA.

1. The ORFA Fee payment compensates Advanced Energy Efficiencies, LLC for their considerable time and resources committed at no charge to the Town for assisting the Town with this ORFA and for oversight of the solar facilities' installation.
2. The ORFA payment schedule is in accordance with the following milestones: 20% at EPC contract execution; 50% at Commencement of Construction; and 30% at Mechanical Completion. All ORFA payments must be made within 10 days of the milestone completion.
3. Failure to pay the ORFA in a timely manner shall constitute an event of default.
4. Proposer agrees that this ORFA Agreement is non-negotiable, and if Proposer amends the ORFA Agreement in any way, or if Proposer fails to include the signed ORFAF Agreement with the proposal, Proposer will be automatically disqualified from this ORFA.

By signing below, Proposer agrees to all terms and conditions of this ORFA Agreement.

AGREED AND ACCEPTED:

Proposer Signature:

Proposer Name (Printed):

Proposer Company:

Date: